

Landmark Forestry LLC

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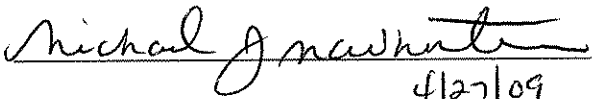
Quotation 1

Cruise Control Software and Hardware Overview

- **Socket Mobile SoMo 650EB-E 624 MHz Windows Mobile 6 Handheld PC with Extended 2600 mah battery, WiFi, Bluetooth**
- **Otterbox Model 1900 Protective Case with Medium GPS Pod**
- Timber Cruising Software V3 - Desktop PC and Handheld PC Software
- GlobalSat Compact Flash Sirf Star III 20 Channel GPS Receiver
- Memory Map Navigator GPS and Topo map navigation
- 2 Year hardware warranty
- 2 Year software upgrades and support

The above hardware and software complies with all requirements in Section 2 and Section 3.

Landmark Forestry LLC is the developer of Cruise Control Software and is authorized reseller of the listed hardware.


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PURCHASING DIVISION
STATE OF WV

TIMBER CRUISE PROGRAM SPECIFICATIONS WEST VIRGINIA DIVISION OF FORESTRY

1.0 Purpose

It is the purpose of these specification to describe Timber Cruising Handheld Computers and Software (hereinafter referred to as "System") to be purchased for use by the West Virginia Division of Forestry (WVDOF); to define the provisions to be contained in bids for the sale of said Systems to the Division; establish a schedule for delivery; and the criteria for gauging the compliance of the Vendor and the System to these specifications.

2.0 General Specifications

The System shall conform to the following minimum specifications:

- 2.1) PC Software must operate on Microsoft Windows XP or newer;
- 2.2) Handheld Computer Software must operate on Microsoft Windows Mobile 6.0 or newer;
- 2.3) Handheld Computer must be 500 MHz minimum processor speed;
- 2.4) Handheld Computer should be weather resistant and shock proof. If the Handheld Computer is not weather resistant and shock proof, Vendor must include a case no larger than an Otter Box Model #1900 (a waterproof, dustproof, dirt proof, drop-proof box), or equal, with external dimensions no larger than 7.00" X 5.00" X 3.00". Handheld Computer must fit inside the provided case;
- 2.5) Handheld Computer must be supplied with a GPS receiver module;
- 2.6) Handheld Computer must connect to PC via USB or parallel cable for downloading data (USB is preferred);
- 2.7) PC Software must allow for daily downloading of field data into a single inventory;
- 2.8) PC Software must allow for downloading multiple field computers into a single inventory;
- 2.9) System must be able to support downloading of multiple days' data from multiple data recorders to same data set on computer and print one report;
- 2.10) System must determine which points/plots are missing from the function in 2.9;
- 2.11) Software must provide volume reports with hierarchy levels similar to the following: Tract; Compartment; Sub-Compartment; Stand; and Plot;
- 2.12) Handheld Computer must have the capacity to run ESRI Arc pad along with the PC Software and any other software needed to effectively and efficiently utilize the System;
- 2.13) Handheld Computer Software must allow for a new inventory to be setup in the field and all collection criteria modifiable at that time;
- 2.14) System must allow for changing species code;

- 2.15) System must allow for assigning order that species appear (i.e. top 5 species for that project are first on list);
- 2.16) System must allow assigning a grade to each tree;
- 2.17) System must allow assigning a code to each tree;
- 2.18) System must allow for collecting growth data for each tree;
- 2.19) System must allow for collecting user definable regeneration data;
- 2.20) System must allow for collecting user definable understory data;
- 2.21) System must allow for assigning form class by species and size class;
- 2.22) System must allow for stratifying data pre or post cruise;
- 2.23) Data stratification must be a function of mapping/GIS and at the data level;
- 2.24) System must calculate volumes by the following inventory types: Variable Radius, Fixed Area, Double Point, 100% Inventory;
- 2.25) System must allow for custom reports;
- 2.26) System must allow for data to be grouped by size class (i.e. 10" dbh and below, 12" - 14", etc);
- 2.27) System must be able to export all reports to Microsoft Excel;
- 2.28) System must allow for cruise data to be imported from Microsoft Excel;
- 2.29) System must be capable to export/import data via email;
- 2.30) System must allow for viewing and navigating topographic maps on the handheld computer;
- 2.31) System must allow for GPS data collection and uploading this data to Terrain Navigator;
- 2.32) System must allow for a grid to be overlaid on a tract on a topographic map;
- 2.33) System must allow for manual entry of data directly into PC with out the use of the field data recorder;
- 2.34) System must have a battery with the capacity to support collecting data with the GPS unit on for at least 6 hours;
- 2.35) Vendor must provide local training on System for approximately twenty (20) total individuals. A minimum of one training session must take place in each of the three Regions of the WVDOF, as noted in Attachment B. Each session should be a minimum of eight (8) hours, and can be divided into two consecutive half-days;
- 2.36) Vendor must provide a two-year warranty on the Handheld Computer, with the option of temporary replacement equipment while the repairs are made;
- 2.37) Vendor must provide two-year warranty, support, and updates for the System

software;

2.38) Vendor must be able to provide Handheld Computer, Handheld Computer Software, and PC Software within 30 days of order;

2.39) Appendices A & B are integral to this bid and should be reviewed by the Vendor;

3.0 General Bid Information

3.1) Experience: The PC and Handheld Computer Software program offered must be in full commercial production and utilization, and have been in production for at least three (3) years prior to bid submission. No "brand new", "beta", or "prototype" models will be accepted. If requested, proof of current sales and utilization of the specified program over the past twelve (12) months shall be provided, in writing, referencing no less than five (5) current customers with contacts names and phone numbers for verification. These references should include state or other governmental agencies.

3.2) Authorized Vendor: All Vendors must provide documentation that they are authorized to sell and support the product which they bid.

3.3) Hardware: No additional hardware shall be required to be purchased by the WVDOF for successful implementation and long term utilization of the product.

3.4) Pricing: All Vendors should complete Attachment A. Failure to provide this information may result in rejection of the bid.

3.5) Bid Clarifications: The agency reserves the right to request a bid clarification for any information which has been omitted or to gain a better understanding of the product being submitted in the bid. If the Vendor fails to submit a bid clarification within the time allotted, the bid may be considered non-responsive and be disqualified.

3.6) Demonstration: The WVDOF may request a demonstration of the bid product; this demonstration will use either data supplied by the WVDOF or the Vendor, at the discretion of the WVDOF.

3.7) Initial Quantity: The initial order under this contract will be approximately seventeen (17) Handheld Computers and an equal number of copies of software; this is not a minimum, maximum, or guarantee of purchase quantity.

3.8) Open-end: The contract will be an open-end contract, allowing for the purchase of additional Handheld Computers and software as needs require.

3.9) Piggybacking: Unless declined by the Vendor, this contract will be made available to other state agencies for purchase under the same terms and conditions.

3.10) Term/Renewal: The term of this contract shall be one (1) year from the effective date, with up to two (2) one-year renewals; renewal is upon by the mutual agreement of the WVDOF and Vendor.

ATTACHMENT A

TIMBER CRUISE PROGRAM SPECIFICATIONS
WEST VIRGINIA DIVISION OF FORESTRY

The Vendor should provide pricing quotes for all components as applicable. The number of units is estimated for comparison purposes only and is not an indication or guarantee of minimum or maximum number of units.

For comparison purposes, pricing quotes for Numbers 1 - 4 will be annualized. Numbers 5 and 6 will be used only for payment under the contract, if applicable.

					ANNUAL COST
1) Handheld Computers, compliant with all specifications listed:					
	<u>\$ 850</u>	X	<u>17</u>	=	<u>\$ 14 450</u>
	COST PER UNIT		UNITS		TOTAL

2) PC Software licenses, compliant with all specifications listed:					
	<u>\$ 650</u>	X	<u>17</u>	=	<u>\$ 11 050</u>
	COST PER LICENSE		LICENSES		TOTAL

3) Handheld Computer Software licenses, compliant with all specifications listed:					
	<u>\$ 650</u>	X	<u>17</u>	=	<u>\$ 11 050</u>
	COST PER LICENSE		LICENSES		TOTAL

4) Ongoing System maintenance and support fees, compliant with all specifications listed:					
	<u>\$ 0</u>	X	<u>17</u>	X	<u>12</u>
	MAINTENANCE/ SUPPORT FEE PER UNIT PER MONTH		LICENSES		MONTHS =
					<u>\$ 0</u>
					YEARLY TOTAL

Total (1 - 4)	<u>\$ 36 550</u>
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BID SELECTION WILL BE DETERMINED BY TOTAL OF ITEMS IN NUMBERS 1 THROUGH 4

5) One-time Implementation and Training Costs (this should be included as a lump sum fee, with NO itemization for travel costs included):	
	<u>\$ 1600</u>
	LUMP SUM

Michael J Newkirk
4/27/09

6) Cost to provide temporary replacement Handheld Computer while agency-owned Handheld Computer is repaired, as noted in Section 2.36; this will not be part of the bid comparison, but must be included as part of the contract for payment:

\$ 0
COST FOR TEMPORARY
REPLACEMENT

BID SELECTION WILL NOT BE DETERMINED BY AMOUNT IN NUMBERS 5
AND/OR 6

Michael J. Mawhater
4/27/09

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
- [x] Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- [x] Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- [] Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

- 2. Application is made for 2.5% resident vendor preference for the reason checked:
- [x] Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 3. Application is made for 2.5% resident vendor preference for the reason checked:
- [] Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 4. Application is made for 5% resident vendor preference for the reason checked:
- [x] Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
- [] Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
- [] Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Landmark Forestry LLC

Signed: Michael J Newkirk

Date: 4/27/09

Title: Managing Member

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Landmark Forestry LLC
 Authorized Signature: Michael J. Newhart Date: 4/27/09